

HOWARD-WINNESHIEK COMMUNITY SCHOOL DISTRICT
PROFESSIONAL MASTER AGREEMENT
(Effective July 1, 2006 – June 30, 2007)

Howard-Winneshiek Education Association
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Article I
DEFINITIONS

1. The term "School Board", as used in this agreement, shall mean the Board of Education of the Howard-Winneshiek Community School District or its duly authorized representatives.
2. The term "Association", as used in this agreement, shall mean the Howard-Winneshiek Education Association or its duly authorized representatives or agents.
3. The term "Employee", as used in this agreement, shall mean all professional employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

Article II
GRIEVANCE PROCEDURE

Section A. Definitions

1. Grievance - A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this agreement.
2. Aggrieved Person - Every employee, or group of employees, covered by this agreement as identified in Article I, Bargaining Unit Recognition, shall have the right to present grievances in accordance with these procedures.
3. Party in interest - The employee, or group of employees, administration, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

Section B. Purpose

The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section C. Procedure

1. Time limits - The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Grievances shall not be valid for consideration unless the grievance is presented in writing to the proper administrator setting forth the facts and specific provision of the agreement allegedly violated and the particular relief sought within fifteen (15) weekdays (Monday through Friday) after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.
2. Year-end or Summer Grievance - In the event that a grievance arises during the summer or is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, any time references which read school days shall automatically convert to weekdays until the commencement of the ensuing school year at which time the time references shall reconvert to school days.

3. Level One—Principal or immediate Supervisor (informal) - An employee with a grievance shall first discuss it with his principal or immediate supervisor with the objective of resolving the matter informally.
4. Level Two - Principal (formal)—If a grievance still exists after the informal discussion, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule 1. The grievance form shall be available from the Association representative in each building, and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or his designee. The appropriate principal or immediate supervisor shall indicate his disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school-day period, the grievance may be transmitted to Level Three.
5. Level Three - Superintendent—The Superintendent or his designee shall meet with the aggrieved person and/or his representative within five (5) school days of receipt of the grievance. Within ten (10) ten days of receipt of the grievance, the Superintendent or his designee shall indicate his disposition of the grievance in writing. If the aggrieved person and the association are not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within ten (10) school days of receipt of said grievance it may be submitted to Level Four—Arbitration.
6. Level Four - Arbitration—submission of the grievance to arbitration must be made in writing within ten (10) school days following disposition at Level Three. Within ten (10) school days after written notice to the School Board of submission to arbitration, the School Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, the association shall make a written request within ten (10) weekdays to the PERB for a list of arbitrators. The list shall consist of seven (7) arbitrators, and the parties shall determine by lot which party shall have the right to remove the first name from the list. The parties shall strike the list within five (5) days of receipt. The person whose name remains after the striking process shall be the designated arbitrator. The arbitrator selected shall confer with the representatives of the School Board and the Association and hold hearings and issue his decision promptly. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the School Board and the Association and shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the School Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

Article III

LEAVES OF ABSENCE

Section A. Medical Disability Leave With Pay

Full-time employees shall be entitled to fifteen (15) medical disability leave days as of the start of each contract year. These days shall be used for personal illness, injury, or other medically related disability of the employee. Medical disability leave will accumulate to a total of one hundred thirty (130) days inclusive of the current year's allotment. Part-time employees shall have their yearly allotment of medical disability leave prorated.

Notification of Accumulative Medical Leave - Employees will be given a copy of a written accounting of accumulated medical leave no later than September 1 of the contract year.

Section B. Special Leave With Pay

Special leave will handle those situations that cannot be handled outside school hours. Three (3) days special leave will be granted for each year and is non-accumulative. A request form for Special Leave with Pay must be submitted at least three work days in advance to the Building Principal for initial approval. If this timeline is not met, the leave shall not be granted except in situations beyond the employee's control. When approved by the Building Principal, the request will be forwarded to the Superintendent for final approval. A general reason, such as medical, business, legal, family, etc., shall be deemed acceptable for one of the days. A specific reason for the request shall be written on the leave form for the other two days. One (1) extra day of special leave will be granted to an employee who is being reduced in accordance with Article VIII, Reduction of Staff. Special leave will not be approved for days immediately preceding or following vacation periods. Unauthorized leave will be subject to salary deduction on a per diem basis.

Special leave will not be deducted from any accumulated medical disability leave.

Section C. Emergency Leave With Pay

Emergency leave will be granted in extreme emergency situations by the approval of the School Board.

Section D. Professional Leave With Pay (A notice of available funds will be posted by September 1 each year.)

Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the Superintendent or his designee. The employee should have written approval at least (3) days prior to the absence.

Section E. Association leave With Pay

Up to eight (8) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations. The executive officers of the Association will determine who uses the days and notify the administration of when they are to be used.

Section F. Public Office

A leave of absence without pay not to exceed six (6) years shall be granted to any employee, upon application, for the purpose of serving in an elective public office.

Section G. Educational Improvement

The Board of Education may grant a leave of absence without pay of up to one (1) year to any employee, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities.

Section H. Bereavement Leave With Pay

Up to five (5) consecutive days with pay per occurrence will be granted for attendance at the funeral of an employee's spouse, child (and step-child), parent (and step-parent), or sibling. This leave time may also be used to work through legal/estate issues if necessary.

Up to three (3) consecutive days with pay per occurrence will be granted for attendance at the funeral of any other relative listed here: grandparent, spouse's grandparent, sibling-in-law, parent-in-law, aunt, spouse's aunt, uncle, spouse's uncle, and any other members of the immediate household.

Up to one (1) day per year will be granted for attendance at the funeral of a friend or relative not listed above.

Leave for bereavement will not be deducted from any accumulated medical disability leave.

Section I. Family Illness Leave With Pay

- a) **Serious Family Illness Leave:** A maximum of five (5) days per occurrence will be granted for a serious/critical illness of an employee's spouse, parent or child requiring the employee's attendance. A serious/critical illness is an illness that requires a doctor's examination and care. Routine doctor or dental appointments shall not be considered as use of Serious Family Illness Leave.
- b) **Family Illness Leave:** A maximum of five (5) days per year will be granted for illness of a child, spouse, or parent that requires the employee's supervision. A doctor's visit is not required to use this type of leave. A parent need not reside in the employee's home to use this type of leave. Routine doctor appointments and caring for a child who must stay home from school due to illness are examples of leave that will apply to this section.

Leave for family illness will not be deducted from any accumulated medical disability leave.

Section J. Jury and Legal Leave

An employee called for jury duty shall be provided such time with pay. Any fees or remuneration the employee receives shall be turned over to the District. Employees shall report back to work immediately upon dismissal.

Section K. Approved Leave Without Pay

May be granted with the approval of the Superintendent.

Article IV EMPLOYEE EVALUATION

I. Tier I: New Howard-Winneshiek Community School District Employees

During the first two years of employment with the Howard-Winneshiek Community School District, all professional staff members will participate in Tier I of the Professional Staff Evaluation System. Staff members may be assigned to Tier I for a third year by their administrator. Written notification of this decision will be provided to the staff member by May 15 of the year prior to being continued on Tier I for a third year. Upon successful completion of Tier I, staff members will be placed on Tier II of this system.

Section A. Procedures

The evaluation system shall consist of formal observations, artifact collection, and review of additional data gathered by the administrator. The evaluation process will begin with written notification to the staff member by October 1 or, for persons hired after September 10, within three (3) weeks of their first day of work. Each staff member will participate in an individual or group orientation conference prior to the beginning of the observation process. During the orientation conference, the procedures, forms, criteria, and timelines for evaluation will be reviewed and discussed.

Each staff member shall be told the name(s) of the administrator(s) who will observe and evaluate their performance. The district reserves the right to change the original designation of the administrator to fit its needs. If the district changes the designation of the administrator, it will conduct an additional pre-observation conference prior to the first formal observation of any staff member affected.

Section B. Observation Process

1. A minimum of two (2) formal observations shall be conducted by the administrator(s) before March 1. Those observations shall include pre- and post- observation conferences, which will be scheduled for dates and times mutually agreeable to the staff member and the evaluator(s). A minimum of one (1) observation will be concluded before January 31.

2. The formal observation process shall consist of:
 - a. Pre-observation Conference
 1. The pre-observation conference is the opportunity for the professional staff member and Administrator(s) to provide each other with information that will be helpful to the observation process.
 2. At or before the pre-conference, the staff member will submit the Pre-Observation Conference Form* (*denotes documents/forms which are included as part of this agreement) for the session to be observed.
 3. At this pre-conference, the staff member may submit other artifacts or planning data.
 - b. Observation
 1. During the observation, the administrator shall gather data that is descriptive of the teaching/learning situation.
 2. Criteria used during the observation will correlate with the domains of effective teaching practice.
 3. All formal observations will be of sufficient length to observe the entire session agreed upon for the observation. At least one of those observations will be forty-five (45) minutes. Observations will be conducted openly with the full knowledge of the staff member.
 4. A Post-Observation Reflection Form* (*documents/forms which are included as part of this agreement) shall be provided by the administrator to the staff member after the observation. The use of this form for self-reflection is optional.
 - c. Post-Observation Conference
 1. The post-observation conference is an open and honest discussion of the observation between the professional staff member and administrator(s).
 2. The post-observation conference will be held within ten (10) working days of the observation, except in the unusual circumstances.
 3. During the post-observation conference, or within twenty-four (24) hours after that conference, the administrator will provide brief written feedback to the staff member based on the four (4) domains of effective professional practice.
 4. At this post-observation conference, the staff member may submit additional artifacts or data to assist in a review of the session observed.

Section C. Artifact Collection

Artifacts used in a teaching unit or within a specified time period shall be available or submitted to the observer for feedback. The time period will be mutually agreed to by the staff member and the administrator. Any materials that are used to develop the instructional environment for students can be used as artifacts.

Section D. Additional Data and Input

Informal walk-throughs or unannounced observations and other informal input may be used to provide additional data in the evaluation process. There shall be an opportunity for the administrator to make two (2) informal walk-through observations. Other information may include (but is not limited to) observations of the staff member's interactions with students, parents, or other staff members, professional involvement, management of conferences, work on committees, interactions with community agencies, participation in staff meetings or work on teams with fellow staff members. All data and input that is gained from other sources will be made known to the staff member.

Section E. Summative Evaluation

1. The written Summative Evaluation* (*documents/forms which are included as part of this agreement) must be submitted to the office of the Superintendent on or before April 30, reviewed by the appropriate district administrator(s) , placed in the employee's file on or before April 30.
2. Prior to the filing of the Summative Evaluation, the administrator and staff member will have a final conference to write and/or review the evaluation. If, through the evaluation process, a need for improvement of performance in relation to the Core Expectations* is noted, a Planned Program for Improvement* will be developed. (*documents/forms which are included as part of this agreement)

The key areas to be addressed will be noted on the Summative Evaluation, and the Planned Program for Improvement will be attached to the evaluation. The staff member will sign and receive a copy. The staff member's signature indicates that the staff member and the administrator(s) have discussed the evaluation together. It does not necessarily mean the staff member agrees with all ratings or remarks contained in the evaluation. The staff member may attach a written response to the Summative Evaluation within ten (10) working days of its receipt by the staff member.

II. Tier II: Career Teacher System

Following successful completion of participation in Tier I of the Professional Staff Evaluation System, all professional staff members will participate in Tier II: Career Teacher System. Placement and continuing involvement in this tier is a recognition of the staff member's demonstration of satisfactory performance as identified in District Expectations including the Iowa Teaching Standards and Criterion. The Career Teacher System will include combined:

- 1) Professional Growth Plan
- 2) Performance Review
- 3) Final Reflection

Section A. Evaluation In-Service

The district shall provide all employees with 4 hours per year of in-service on the Professional Staff Evaluation System including the Iowa Teaching Standards, Criteria, and District Expectations.

Section B. Orientation Procedures

Career Teacher Evaluation orientation to the procedures shall be conducted by October 1st by the superintendent/designee.

Section C. Professional Growth Plans

1. Professional staff not on Tier I will be involved in developing, implementing, and assessing Professional Growth Plans * (*document / forms which are included as part of the agreement) as participants in Tier II. Tier II will require each staff member develop a new Professional Growth Plan every three (3) years. A cycle will be established and updated by the Superintendent, who will notify staff members by May 30th that they will be in the goal-setting year of Tier II during the following school year. Opportunities will be provided for staff members to realign their place in the cycle in order to facilitate teaming, contingent upon administrator approval.
2. During the goal-setting year, each staff member with designated evaluator will select one (1) of the following options:
 - a. Individual Professional Growth Plan for two (2) years
 - b. Group Professional Growth Plan for two (2) years

The third year will allow time for reflection and continued assessment of the plan and further investigations of its components into the staff member's professional practice.

3. Each Individual or group of two to seven (2 – 7) persons will develop a professional growth plan in collaboration with the designated administrator as related to District Expectations, Iowa Teaching Standards and Criteria. Disagreement between the staff member and designated evaluator about the content, scope, or rigor of a Professional Growth Plan will be resolved through discussions with a representative appointed by the Superintendent and a representative appointed by the Howard-Winneshiek Education Association.
4. Plans must reflect continuing professional growth in District Expectations and the Criteria of the Iowa Teaching Standards.
5. Plans must be submitted to the administrator by October 15. The evaluator will review the plan with the teacher, jointly modify the plan as needed.
6. Each plan must include the following components:
 - a. Statement of goal
 - b. Activities planned to meet the goal
 - c. Expected outcomes / results
 - d. Resources which will be used
 - e. Timeline
 - f. List of participants
7. Informal discussion of the progress being made toward completing the plan may be initiated by either the staff member or designated evaluator(s), at any time throughout the duration of the plan.
8. If, during the term of the Professional Growth Plan, a staff member, designated evaluator(s), or group wishes to amend the plan, the staff member or group will discuss proposed changes with the designated evaluator(s), and submit a revised plan including changes agreed upon for that goal area.
9. By May 15th of the second year of the Professional Growth Plan, each staff member in Tier II will meet with his/her assigned Designator Evaluator(s), to submit and discuss a Professional Growth Plan Final Report.* (*denotes documents / forms which are included as part of this agreement).
10. As part of this meeting, the evaluator shall begin to complete the Final Reflection * (*denotes documents / forms which are included as part of this agreement) by addressing criteria observed
 - 1) during the term of the Professional Growth Plan,
 - 2) in written materials developed by the teacher for the Growth Plan, and
 - 3) during discussion of the Growth Plan's Final Report.
11. A copy of each Professional Growth Plan Final Report will be submitted to the office of the Superintendent on or before June 15th, reviewed by the appropriate district administrator(s), and placed in the employee's file by June 15th.
12. A staff member's participation in any phase of Tier II does not mean that an administrator may not visit that staff member's classroom or observe sessions conducted by the staff member. Administrators will continue to monitor the performance of all staff will address concerns with staff members as they arise.

Section D. Performance Review

1. Each career teacher shall have a performance review once every three (3) years. Each staff member shall be told the name(s) of the designated evaluator(s) who will observe and evaluate their performance. The district reserves the right to change the original designation of the evaluators to fit its needs. If the district changes the designation of the evaluator, it will conduct an additional orientation conference.
2. The Performance Review is designed to work in conjunction with the Professional Growth Plan to identify the teacher's status in meeting the District Expectations, Iowa Teaching Standards and Criteria. The Performance Review will consist of
 - a) Formal classroom observations and
 - b) Collecting portfolio artifacts
3. Formal Classroom Observation
 - a) All observations shall be conducted between October 1st and April 15th during the teacher's 3-year evaluation cycle. No observation shall be conducted the day before or after a day of vacation. Cumulative observation time shall total a minimum of forty-five (45) minutes over the period of one school year. At least one observation shall be for a continuous length of time no shorter than twenty (20) minutes.
 - b) A record of the accumulative 45 minutes will be in the form of written correspondence to be given to the staff member within 5 working days.
 - c) The evaluator's observation comments shall be reviewed by the staff member within 5 working days. The teacher shall sign as having been given the opportunity to review the comments and date the comment sheet within the 5 working days. The teacher's signature does not necessarily mean agreement with the comments. The staff member may attach a written response to the observation comments within 5 working days of its receipt by the staff member.
 - d) Walk throughs or unannounced observations and other informal input may be used to provide additional data in the evaluation process. Other information may include (but is not limited to) observation of the staff member's interactions with students, parents, or other staff members, professional involvement, management of conferences, work on committees, interactions with community agencies, participation in staff meetings or work on teams with fellow staff members. All data and input that is gained from other sources will be made known to the staff member.
 - e) Conversation will be held in the final reflection of the professional staff evaluation system related to the observations and additional data.
4. Portfolio Artifacts
 - a) By April 15th of the second year, if the evaluator determines that the teacher has not met all District Expectation(s) and Iowa Teaching Standards and each Criterion, the evaluator informs the teacher which expectation(s) and/or Standard(s)
 - b) The teacher will continue to document and collect portfolio artifacts in order to show competence in meeting the Standards and criteria. These portfolio artifacts will be presented and discussed at the final reflection. Artifacts shall be labeled by district expectation, Standard or Criterion (example 5a). If further clarification is needed it will be requested by either evaluator or staff.

Section E. Final Reflection

1. By April 30 of the third year, a mutually agreed upon date will be established to discuss the final reflections.
2. If an evaluator indicates that the teacher has met district expectations, Iowa Teaching Standards and Criteria, the evaluator and the teacher will begin discussion of future career goals that might be included in the next Professional Growth Plan. Both the evaluator and teacher shall sign and date the final reflections within five (5) working days.
3. If an evaluator indicates that the teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not being met must be identified, and information and evidence used to make this decision will be provided to the teacher. As part of the meeting, the teacher and evaluator will discuss Criteria addressed in portfolio artifacts. The evaluator shall check off each Criterion that is listed on the form when it is addressed. Final determination of meeting the Iowa Teaching Standards will then be made. Both the evaluator and teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to provide a written response to this final reflection.
4. The evaluator shall provide the teacher with a copy of the completed final reflection by May 30th of the third year.
5. Staff members that do not meet the district expectations and/or Iowa Teaching Standards and Criteria will be placed on Tier III: Intensive Assistance.

III. Tier III: Intensive Assistance

When the administrator determines, at any time, that the teacher is not meeting one or both of the following:

- (1) District Expectations under the Iowa Teaching Standards 1-7 & Criteria (Standard 8 is excluded); or
- (2) The Individual Career Development Plan

the administrator shall recommend to the Superintendent that the teacher participate in the Intensive Assistance Plan. The process may begin at any time but is not to exceed six (6) months in duration.

Tier III is not grievable.

IV. Personnel Files

1. A copy of any summative evaluation report, observation report, reprimand or complaint shall be given to the teacher at the time it is placed in the teacher's personnel file on or before June 15.
2. Each teacher will be provided access to review and copy the non-confidential contents of his or her personnel file during regular office hours.
3. Personnel Files will be located in a building where the employee is assigned.
4. A teacher shall have the right to respond to any complaint, reprimand, and summative evaluation report or observation report within the ten (10) working days of receipt of a copy of the same.

V. Evaluation of Coaches

1. The athletic director shall acquaint each coach prior to the beginning of the coach's season with the procedures, criteria, instrument, and identity of the evaluator to be used in evaluating the coach's performance.
2. All formal observations will be of sufficient length to observe the entire session agreed upon for observation. Observations will be conducted openly with the full knowledge of the coach.

3. The athletic director shall do one (1) written evaluation yearly per sport per coach using the district's adopted evaluation instrument.* (*denotes documents/forms which are included as part of this agreement)
4. Within thirty (30) days after the season, the athletic director and the coach will conference, at which time, the coach will be given a copy of the completed evaluation. The coach may complete a written response within ten (10) working days of receipt of the evaluation.
5. The athletic director shall provide specific written suggestions known to the athletic director addressing deficiencies noted in the coach's performance evaluation.
6. The provisions of Section IV regarding personnel files are applicable to coaches.
7. All coaches of interscholastic activities that occur during the regular school year shall have their evaluations placed in their personnel files on or before June 15.
8. All coaches of interscholastic activities that occur during the summer months shall have their evaluations placed in the personnel files on or before September 15.

VI. Evaluation Grievance

All employees' evaluations are to be fair and accurate. An employee who has been evaluated has the right to grieve an evaluation as allowed by the Code of Iowa, including the right to challenge said evaluation as unfair, unjust, or inaccurate through the grievance procedure set forth in this Professional Master Agreement.

The employee or the HWEA, as the employer's representative, may challenge the evaluation immediately under the grievance procedure.

Article V HOURS OF SERVICE

Section A. Basic Day

The basic teacher's day, inclusive of lunch, shall be eight (8) hours.

Section B. Building Hours

The specific hours at any individual building may vary according to the needs of the educational program of the School Board. The specific hours for each building will be designated by the School Board or Building Principal. On Fridays and days preceding holiday and vacation periods, employees may leave after student dismissal and bus departure.

Section C. Additional Activities

In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic teacher's day as is required by the School Board or its designated representative. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities.

Each building principal will ask for volunteers to be on required building committees. If the committees are not filled through volunteers the principal shall appoint a staff member.

Section D. Substitution

An employee serving as a substitute shall be paid at the rate of \$10.00 per clock hour when loss of daily preparation time occurs. A time sheet shall be completed that shows the specific date and time spent substituting and the name of the absent teacher. The building principal shall sign the time sheet for each entry. The time sheet shall be submitted to the office by the 20th of each month.

Article VI VOLUNTARY TRANSFERS

Section A. Definition

The movement of an employee to a position in a different building, subject or special area, or grade level shall be considered a transfer. If an employee's job assignment is merely reapportioned such that an employee is not moved to a new building, subject or special area, or grade level, this reapportionment shall not be deemed a transfer.

Section B. Notification of Vacancies

1. The Superintendent shall have posted in all school buildings a list of the vacancies which occur during the school year and for the following school year upon knowledge of vacancies. The Superintendent will notify all teachers of vacancies which occur during summer break by mailing a notice with regular payroll check mailings and by mailing additional notice to those teachers desiring same by use of self-addressed, stamped envelopes provided by those teachers.
2. Employees who desire transfer to a vacancy may file a written statement of such desire with the Superintendent within five (5) school days for school year postings and within ten (10) calendar days for summer postings. Such statement shall include the school or schools to which the employee desires to be transferred, in order of preference.
3. The Superintendent or designee shall meet with employees who have filed a transfer request for a posted vacancy prior to decision to discuss the vacancy and the request for transfer.
4. The decision shall be made according to the needs of the District. Among the factors which shall be considered in reaching this decision shall be seniority in the Howard-Winneshiek School District, training, and evaluations of the employees requesting this transfer. Other factors may also be considered.
5. Each employee whose request for transfer to a posted vacancy is denied shall be given a written notice of the decision and the reasons for that decision.

Section C. Limitation

Requests for voluntary transfer will not be refused for arbitrary and capricious reasons.

Article VII INVOLUNTARY TRANSFERS

Section A. Definition

The movement of an employee by the administration to a position in a different building, subject or special area, or grade level under the circumstances in this Article shall be considered an involuntary transfer. If an employee's job assignment is merely reapportioned such that an employee is not moved to a new building, subject, or special area or grade level, this reapportionment shall not be deemed a transfer.

Section B. Notification

Notification of an involuntary transfer shall be in writing thirty (30) days prior to the start of the school year. Any employee involuntarily transferred may request a meeting with the Superintendent to discuss the reasons for the involuntary transfer.

Section C. Decision

Involuntary transfers within a category, as that term is defined in Article VIII, Reduction of Staff, Section B, shall be made on the basis of seniority in the Howard-Winneshiek School District among the employees in that category, except where that result does not meet the needs of the District.

Section D. Limitation

Involuntary transfers shall not be made for arbitrary and capricious reasons.

Section E. Review

In the event that the employee believes that the involuntary transfer is not necessary for the needs of the District or has been made for arbitrary and capricious reasons, the employee may request a review by a panel consisting of three employees selected by the Association and the Board. The Association shall select seven employees for the review panel, and the Board may strike four of those employees, with the three remaining employees constituting the review panel. The decision of the panel shall be by simple majority and shall be conclusive as to the proposed transfer.

Article VIII REDUCTION OF STAFF

Section A. Coverage

All Employees are under this agreement.

Section B. Categories

Categories for staff reduction will include:

1. Classroom teachers (Including Title I and Special Education) Preschool-6
2. Special Areas at the elementary level are defined as : Preschool – 6
 - a. Art
 - b. Instrumental Music
 - c. Library Science, Media, Librarian
 - d. Physical Education
 - e. Vocal Music
3. Nurses (Preschool-12)
4. Secondary (grades 7- 12) by subject or special area
5. Guidance Counselors (Preschool –12)

Reduction of staff will be determined by the following order:

1. Employee date of most recent hire
2. Date and time of return of contract
3. Total years in specific category
4. Total years of service in the district

Section C. Recall Rights

Any employee laid off pursuant to this article shall have recall rights to any position for which he/she is certified at the time of layoff. Such recall rights shall extend for two (2) years from the effective date of the layoff, and said employee shall be recalled to available positions in such professional categories in inverse order of the layoff. The employee will have ten (10) days from the time of notice by certified letter to accept the recall position or forfeit his/her recall rights. The School Board will annually provide the Association, upon request, a current list of those who have retained such rights provided by this policy.

Section D. Notification

The administration shall provide written notice to each employee who may possibly be affected by reduction or realignment not later than April 30 preceding each school year. This notice shall include specific reasons for reduction or realignment of staff.

Each employee will be provided written notification, no later than September 15th as to their staff reduction category. An employee will be assigned to a staff reduction category where he/she is academically assigned 50% of the time or more. Once assigned, an employee will not be switched from a staff reduction category unless he/she is assigned to less than 50% of his/her academic assignment in that category.

Section E. Benefits

An employee shall maintain but not accrue salary schedule placement while on recall.

**Article IX
SAFETY**

1. The School Board recognizes its responsibility to maintain safe facilities.
2. In all cases where a school official is notified of a bomb threat, the administration shall take necessary measures to protect the safety of the employees. No employees shall be required to search for a bomb.
3. If the student's school day is adjusted, delayed, or abbreviated due to inclement weather, the teacher's workday will be adjusted accordingly.

Article X WAGES

	23,105	22,425 (Base)					
	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
STEP							
1	1.000	1.030	1.065	1.105	1.150	1.200	1.250
Base	22,425	23,098	23,883	24,780	25,789	26,910	28,031
Phase II	680	700	724	751	782	816	850
Total	23,105	23,798	24,607	25,531	26,571	27,726	28,881
2	1.045	1.075	1.110	1.151	1.196	1.246	1.296
Base	23,434	24,107	24,892	25,811	26,820	27,942	29,063
Phase II	711	731	755	783	813	847	881
Total	24,145	24,838	25,647	26,594	27,634	28,789	29,944
3	1.090	1.120	1.155	1.197	1.242	1.292	1.342
Base	24,443	25,116	25,901	26,843	27,852	28,973	30,094
Phase II	741	762	785	814	845	879	913
Total	25,184	25,878	26,686	27,657	28,696	29,852	31,007
4	1.135	1.165	1.200	1.243	1.288	1.338	1.388
Base	25,452	26,125	26,910	27,874	28,883	30,005	31,126
Phase II	772	792	816	845	876	910	944
Total	26,224	26,917	27,726	28,720	29,759	30,914	32,070
5	1.180	1.210	1.245	1.289	1.334	1.384	1.434
Base	26,462	27,134	27,919	28,906	29,915	31,036	32,157
Phase II	802	823	847	877	907	941	975
Total	27,264	27,957	28,766	29,782	30,822	31,977	33,133
6	1.225	1.255	1.290	1.335	1.380	1.430	1.480
Base	27,471	28,143	28,928	29,937	30,947	32,068	33,189
Phase II	833	853	877	908	938	972	1006
Total	28,304	28,997	29,805	30,845	31,885	33,040	34,195
7	1.270	1.300	1.335	1.381	1.426	1.476	1.526
Base	28,480	29,153	29,937	30,969	31,978	33,099	34,221
Phase II	864	884	908	939	970	1,004	1,038
Total	29,343	30,037	30,845	31,908	32,948	34,103	35,258
8	1.315	1.345	1.380	1.427	1.472	1.522	1.572
Base	29,489	30,162	30,947	32,000	33,010	34,131	35,252
Phase II	894	915	938	970	1,001	1,035	1,069
Total	30,383	31,076	31,885	32,971	34,011	35,166	36,321
9	1.360	1.390	1.425	1.473	1.518	1.568	1.618
Base	30,498	31,171	31,956	33,032	34,041	35,162	36,284
Phase II	925	945	969	1,002	1,032	1,066	1,100
Total	31,423	32,116	32,925	34,034	35,073	36,229	37,384
10	1.405	1.435	1.470	1.519	1.564	1.614	1.664
Base	31,507	32,180	32,965	34,064	35,073	36,194	37,315
Phase II	955	976	1,000	1,033	1,064	1,098	1,132
Total	32,463	33,156	33,964	35,096	36,136	37,291	38,447

11	1.450	1.480	1.515	1.565	1.610	1.660	1.710
Base	32,516	33,189	33,974	35,095	36,104	37,226	38,347
Phase II	986	1,006	1,030	1,064	1,095	1,129	1,163
Total	33,502	34,195	35,004	36,159	37,199	38,354	39,510
12	1.495	1.525	1.560	1.611	1.656	1.706	1.756
Base	33,525	34,198	34,983	36,127	37,136	38,257	39,378
Phase II	1,017	1,037	1,061	1,095	1,126	1,160	1,194
Total	34,542	35,235	36,044	37,222	38,262	39,417	40,572
13	1.540	1.570	1.605	1.657	1.702	1.752	1.802
Base	34,535	35,207	35,992	37,158	38,167	39,289	40,410
Phase II	1,047	1,068	1,091	1,127	1,157	1,191	1,225
Total	35,582	36,275	37,084	38,285	39,325	40,480	41,635
14	1.565	1.595	1.650	1.703	1.748	1.798	1.848
Base	35,095	35,768	37,001	38,190	39,199	40,320	41,441
Phase II	1,064	1,085	1,122	1,158	1,189	1,223	1,257
Total	36,159	36,852	38,123	39,348	40,388	41,543	42,698
15	1.590	1.620	1.700	1.753	1.798	1.848	1.898
Base	35,656	36,329	38,123	39,311	40,320	41,441	42,563
Phase II	1,081	1,102	1,156	1,192	1,223	1,257	1,291
Total	36,737	37,430	39,279	40,503	41,543	42,698	43,853
16	1.640	1.670	1.750	1.803	1.848	1.898	1.948
Base	36,777	37,450	39,244	40,432	41,441	42,563	43,684
Phase II	1,115	1,136	1,190	1,226	1,257	1,291	1,325
Total	37,892	38,585	40,434	41,658	42,698	43,853	45,009
17	1.690	1.720	1.800	1.853	1.898	1.948	1.998
Base	37,898	38,571	40,365	41,554	42,563	43,684	44,805
Phase II	1,149	1,170	1,224	1,260	1,291	1,325	1,359
Total	39,047	39,741	41,589	42,814	43,853	45,009	46,164
18	1.740	1.770	1.850	1.903	1.948	1.998	2.048
Base	39,020	39,692	41,486	42,675	43,684	44,805	45,926
Phase II	1,183	1,204	1,258	1,294	1,325	1,359	1,393
Total	40,203	40,896	42,744	43,969	45,009	46,164	47,319
19	1.790	1.820	1.900	1.953	1.998	2.048	2.098
Base	40,141	40,814	42,608	43,796	44,805	45,926	47,048
Phase II	1,217	1,238	1,292	1,328	1,359	1,393	1,427
Total	41,358	42,051	43,900	45,124	46,164	47,319	48,474
20	1.840	1.870	1.950	2.003	2.053	2.098	2.148
Base	41,262	41,935	43,729	44,917	46,039	47,048	48,169
Phase II	1,251	1,272	1,326	1,362	1,396	1,427	1,461
Total	42,513	43,206	45,055	46,279	47,435	48,474	49,630

The preceding salary schedule is based on a one hundred ninety-two (192) day contract and a one hundred ninety-three (193) day contract for first year teachers in the system and includes one hundred eighty (180) days of actual teaching. The contract shall include five (5) days which may be used for workshop, parent-teacher conferences, or other work days and seven (7) holidays which include Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday, Good Friday, and Memorial Day.

Additional Professional Development Days mandated by Iowa Code and funded by additional state money shall be paid at a rate determined by the state and/or up to the amount of additional funds provided. Each teacher's per-diem rate shall be used in determining additional pay. The number of days on the individual teacher's contract will not change. Teachers shall not be required to work additional days without additional pay.

Section B. Initial Placement on the Salary Schedule

Credit may be given for as much as nine (9) years of teaching experience outside of this school system. Full credit is given for experience during the preceding (7) years and one-half (1/2) credit for other experience within the past fifteen (15) years. This is not retroactive.

Section C. Horizontal Advancement

Training advancing a teacher to a higher salary classification shall be in the area of their teaching responsibility; shall be graduate credit approved by the DOE or a regional accrediting Association; or shall be graduate credit acceptable by a graduate school which is approved by the DOE or a regional accrediting association..

Section D. Summer Pay

Teachers for summer academic work will receive pay based on 1/192nd of their current salary or their last year's salary if not a part of the regular faculty.

Section E. Phase I & II

If Phase I or Phase II are eliminated or reduced, the relevant BA Base will be reduced to reflect same. If Phase I or Phase II is increased, the relevant BA Base will be increased to reflect same.

**Article XI
METHOD OF PAYMENT**

Section A. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee. Direct deposit is optional.

Section B. Exceptions

When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

Section C. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

Section D. Contract Pay Out

Upon request and acceptance, an employee may opt for a 10-month pay period as long as they will be retiring within two (2) years.

Article XII
SUPPLEMENTAL PAY

Definition: Allowances in addition to basic pay schedule.

The Board of Education reserves the right to reassign these allowances at contract time or eliminate them from the teacher's contract. The supplemental pay indicated is for the extra-curricular load carried beyond the regular normal daily teaching assignment. If any present assignment such as athletics is changed to be completely outside of school time, there will be no salary adjustment. The salary for the following duties will be based on the indicated index on the BA degree for the teacher's step on the schedule. All assignments and job duties will be under the supervision of the administration.

Supplemental Salary Schedule

Activity	Index
A. FOOTBALL	
Head (11th-12th)	14%
Asst. Varsity	9%
10th	9%
Asst. 10th	8%
9th	9%
Asst. 9th	8%
8th	7%
Asst. 8th	6%
7th	7%
Asst. 7th	6%
B. BOY'S BASKETBALL	
Head Coach (11th-12th)	14%
Asst. Varsity (10th)	10%
9th	9%
8th	7%
7th	7%
Assistant Junior High	6%
C. GIRL'S BASKETBALL	
Head Coach (11th-12th)	14%
Assistant Varsity (10th)	10%
9th	9%
8th	7%
7th	7%
Assistant Junior High	6%
D. WRESTLING	
Head Coach	14%
Asst. Varsity	10%
9th	9%
8th	7%
7th	7%
Assistant Junior High	6%

E. BASEBALL	
Head Coach (Summer)	12%
Asst. Varsity (Summer)	9%
8th/9th	8%
F. GIRLS SOFTBALL	
Head Coach (Summer)	12%
Asst. Coach (Summer)	9%
8th/9th	8%
G. TRACK	
Head Boys	11%
Head Girls	11%
Asst. Varsity Boys	7%
Asst. Varsity Girls	7%
7th and 8th Boys and Girls	7%
Cross Country Boys and Girls	11%
JV-Varsity Field Event	7%
H. GOLF	
Head Boys	6%
Head Girls	6% (if combined, 12%)
Asst. Boys	4%
Asst. Girls	4% (if combined, 8%)
I. VOLLEYBALL	
Head Coach	14%
Assistant Varsity	10%
9th	9%
8th	7%
7th	7%
Assistant Junior High	6%
J. AUDIO VISUAL	
Senior High	2%
Junior High	2%
Elementary	2%
K. GUIDANCE	
Director, Senior High	6%
Director, Junior High	5%
Junior and Senior	3%
Elementary	3%
L. DEPARTMENTS	
Chairman	3%
Head	\$150.00
Director Academic Department	3%

M. MUSIC

Director	5%
Senior High Instrumental	11%
Assistant Senior High Instrumental	3%
Junior High Instrumental	5%
Elementary Instrumental	3%
Senior High Vocal	8%
Junior High Vocal	2%
Elementary Vocal Programs	\$50.00 each

N. SPEECH AND DRAMATICS

Debate	5%
Fall Musical	6%
Assistant Fall Musical	2%
Pit Orchestra to Fall Musical	1%
Extra Curricular Speech	3% (Large Group) and 4% (Indiv./Small Group)
Junior High Dramatics	4%
Junior High Speech	3%
Spring Play	2%

O. SCHOOL PAPER 9%**P. YEARBOOK** 9%**Q. CHEERLEADING**

Senior High	9%
Junior High and Asst. Senior High	3.5%

R. ADULT EDUCATION 5%**S. AGRICULTURE**

A.O.E.E. and/or FFA Advisor	5%
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T. STUDENT ACTIVITIES

Assemblies	2%
Student Council	2%
Homecoming	2%
Junior Sponsor	2%
Junior High Student Council	2%
H.S. Noon Duty	\$400.00 plus meals
J.H. Noon Duty	\$400.00 plus meals (shared)

U. High School Ticket Sellers & Takers

High School Timers & Scorers	\$15.00 per event (each)
High School Announcers	\$15.00 per event
Saturday Supervisor	\$40.00 (4 hours)
Junior High Timers & Scorers	\$12.50 per event (each)
Pep Bus Chaperone	\$20.00 per event
Elementary Music Program Supervision	\$15.00 per event
Elementary Parent Meeting K-1	\$50.00 per employee
Dance Chaperone	\$15 per event

V. MILEAGE REIMBURSEMENT

Teachers will be reimbursed for approved mileage for use of a personal vehicle on school business as determined by School Board Policy.

W. EMPLOYEE PASSES

Spouses of employees who work two of the above events shall be given passes to all events for which the employee is given a pass.

Article XIII INSURANCE

Section A. Health Insurance

The Board will pay the full premium for Plan C single coverage for each employee. For employees who select family coverage, the Board will pay the premium for Plan C single coverage plus an additional \$150 per month toward the family insurance premium. If the employee's spouse is also covered by this contract, the Board will pay the premium for Plan C single coverage plus an additional \$100 per month toward the family health insurance premium.

Up to \$150 per year will be reimbursed to each employee upon presentation of evidence from the insurance carrier that the employee has exceeded \$100 in deductible costs. (For family coverage where both spouses are employed, the total deductible reimbursement will be limited to \$300.)

1. Professional employees who are employed on a half-time or more basis and receive their salary on a twelve month basis shall receive this benefit.
2. Employees in the above category who elect the family plan must pay the difference between the allocation and the family premium.
3. Employees are required to elect the following year's insurance coverage for dependents during the open enrollment period as designated by the insurance carrier. However, this requirement is waived if any employee experiences an unforeseen, significant life change including but not limited to marriage, divorce, adoption, childbirth, or changes in spousal employment which results in loss of dependent coverage.

If it is deemed necessary to change carrier, Association input will be solicited to the development of a proposal to be bid embracing the current/proportionate benefit levels.

Section B. Long Term Disability Insurance

The school district will pay the premium for Long Term Disability policy for professional employees who are employed thirty hours or more per week and receive their salary on a twelve month basis.

If it is deemed necessary to change carrier, Association input will be solicited to the development of a proposal to be bid embracing the current/proportionate benefit levels.

Section C. Life Insurance and Accidental Death and Dismemberment

The school district will pay the premium on \$25,000 term life insurance with accidental death and dismemberment provisions (employee will be able to purchase up to \$50,000 of additional life insurance at employees cost) for professional employees who are employed half-time or more and receive their salary on a twelve month basis.

If it is deemed necessary to change carrier, Association input will be solicited to the development of a proposal to be bid embracing the current/proportionate benefit levels.

Section D. Liability Insurance

All employees shall be covered by school-financed liability insurance covering job-related performance of duties.

If it is deemed necessary to change carrier, Association input will be solicited to the development of a proposal to be bid embracing the current/proportionate benefit levels.

Section E. Dental Insurance

The Board will pay the full premium for single dental insurance for each employee who is employed on a half-time or more basis and receives their salary on a twelve-month basis. For employees who select family coverage, the Board will pay the full premium for single coverage plus an additional \$12 per month. Such contributions shall not exceed the total cost of the family plan. There will be no reimbursement for premium costs for employees who choose not to enroll in the plan.

If it is deemed necessary to change carrier, Association input will be solicited to the development of a proposal to be bid embracing the current/proportionate benefit levels.

Article XIV DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association may sign and deliver to the school board secretary an assignment authorizing payroll deduction of annual Salisbury House, ISEA-PAC and Unified Association dues. The payroll deduction check-off will not include collection of initiation fees, special assessments, back dues, fines or similar items. The Association will be responsible for providing the necessary authorization forms and informing the members of the dues deduction system.

B. Regular Deductions

Requests for dues deduction must be filed in writing with the school board secretary within three (3) weeks after the start of pre-school workshops. The School Board Secretary shall deduct 1/9th of the total annual dues from the regular salary check of the employee each month for nine (9) months beginning in October and ending in June. The Association will advise the School Board Secretary of the exact monthly amount of such regular membership dues to be deducted.

C. Termination of Dues Checkoff

In accordance with the PERA, a member may terminate the dues check-off at any time by giving thirty (30) days written notice.

D. Further Authorization

The request for dues check-off shall include the signed statement that the "member and Association administrators against any and all claims, cost, suits, or other forms of liability and all court costs arising out of this application of the provisions in the agreement between the parties for dues deduction."

E. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period, and a listing of the employees for whom deductions were made.

Article XV PHASE III

Mandatory subjects in the Phase III plan are grievable.

Article XVI
COMPLIANCE CLAUSES AND DURATION

Section A. Cost

The expense of printing this agreement shall be shared equally by the School Board and the Association. The agreement shall be presented to all employees now employed and hereafter employed by the School Board.

Section B. Notice

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by letter at the following designated addresses or at such other addresses as may be designated by a party in written notification to the other party.

1. If by Association to School Board at 1000 Schroder Drive, Cresco, IA 52136
2. If by School Board to Association at H.W.E.A. President, 1000 Schroder Drive, Cresco, IA 52136

Section C. Separability

If any provision of this agreement is found to be contrary to law, then said provision shall not be deemed valid and subsisting except to the extent permitted by law. The remaining articles, sections, and clauses shall remain in full force and effect.

Section D. Duration

This agreement shall be effective as of **July 1, 2006** and shall continue in effect until **June 30, 2007**.

In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their Chief Negotiators, and their signatures placed thereon, all on the **28th day of April, 2006**.

Howard-Winneshiek Education Association

By: Karen Steffen
President

By: Mark L. Jensen
Chief Negotiator

Howard-Winneshiek Community School District

By: Donald J. Lawrence
President

By: Brian A. Ney
Chief Negotiator

Letter of Agreement

The HWEA retains the right to observe all funds and amounts being placed into the salary, insurance, or any other fund available to them. This includes, but is not limited to, the distribution of the State of Iowa Teacher Compensation money.

If an elementary employee on lay-off with recall rights does not have the endorsement for the Title I program but is capable of obtaining that endorsement for a fall vacancy in Title I and commits to returning for said vacancy after summer education, the District will not hire new personnel for the vacancy. This commitment on the part of the District will terminate if that elementary employee fails to qualify for the Title I vacancy prior to the beginning of the school year.

In the event that the District schedules an employee professional growth activity during a school day when students are not in attendance, as shown on the school calendar, all employees will attend and cooperate with the professional growth activity unless reasons beyond the employee's control prevent their attendance.

The amount of salary stated in this contract is subject to adjustment in accordance with the provisions of Senate File 2366 which amended Iowa Code Section 294A.5. As amended, Iowa Code Section 294A.5(1) provides that the minimum annual salary paid to a full-time teacher as regular compensation shall be \$23,000.

If the state legislature appropriates new money to the Howard-Winneshiek Community School District for teacher salary increases, contract negotiations will re-open on an agreed date.